

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION**

In re:

LOONEY RICKS KISS ARCHITECTS, INC.

Case No. 10-22034-JDL

Chapter 11

Debtor.

**DEBTOR'S OBJECTION TO KRG EDDY LAND, LLC AND KITE REALTY EDDY
LAND, LLC'S MOTION FOR RELIEF FROM THE AUTOMATIC STAY**

Comes now Looney Ricks Kiss Architects, Inc. ("LRK" or "Debtor") and files this Objection to KRG Eddy Land, LLC and Kite Realty Eddy Land, LLC's Motion for Relief from the Automatic Stay ("Motion") (Docket No. 128) which is set for hearing on May 12, 2010 and in support of its objection would show unto the Court as follows:

1. The Debtor admits the background and jurisdiction allegations except as to Paragraph 6 of the Motion in that there has been a committee of unsecured creditors appointed.

2. Paragraphs 7 and 8 of the Motion is admitted to the extent that an Architectural Services Contract was entered into with Kite for the South Bend, Indiana project. It is also admitted that a mediation conference was scheduled for March 10 but was cancelled.

3. Debtor admits Paragraph 9 of the Motion to the extent that Travelers Insurance is its carrier and that it provides coverage for claims asserted against the Debtor.

4. Debtor denies the remaining paragraphs of the Motion and would show that the stay should remain in effect at this time.

5. The Debtor would show that prejudice would to it by way of taking time away from their reorganization efforts/sale efforts. Further, the Debtor will incur costs including travel

expenses and attorney's fees, which will become an administrative expense of this estate for which creditors should not be burdened at this time. The Debtor's policy calls for reimbursement by the Debtor to the carrier for fees incurred and paid. Debtor's policy has a deductible of approximately \$50,000, which would also be an administrative expense of the estate.

6. Kite would not be prejudiced by a further delay in the modification of the automatic stay to allow the Debtor to continue its reorganization sale efforts.

7. Debtor reserves the right to revise its objection and raise additional grounds at the hearing on this matter.

WHEREFORE, PREMISES CONSIDERED, Looney Ricks Kiss Architects, Inc. seeks an order of this Court denying the Motion and for such other and further relief to which it may be entitled.

Respectfully submitted,

HARRIS SHELTON HANOVER WALSH, PLLC

BY: /s/ John L. Ryder
John L. Ryder (Tenn. Disc. No. 08258)
Steven N. Douglass (Tenn. Disc. No. 09770)
2700 One Commerce Square
Memphis, Tennessee 38103-2555
(901) 525-1455
jryder@harrishelton.com

Counsel to the Debtor and Debtor-in-Possession

CERTIFICATE OF SERVICE

I hereby certify that on the 5th day of May 2010, a copy of the foregoing electronically filed Motion and any exhibit attached thereto was served via U.S. mail, postage prepaid or electronic mail upon the United States Trustee, the United States Attorney; Wendy D. Brewer, Esq., 11 South Meridian Street, Indianapolis, Indiana 46204; all parties who have requested to receive such notice in this case; and on all parties listed on the List of 20 Largest Unsecured Creditors for Looney Ricks Kiss Architects, Inc.

/s/ John L. Ryder

John L. Ryder